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AMENDMENT NO. 2 TO THE
4 AUGUST 1987 WASTEWATER TREATMENT
CAPACITY ALLOCATION AGREEMENT
(POST-1985 ALLOCATION AGREEMENT)

TABLE OF CONTENTS

1. Amendment to Agreement to Permit Pretreatment Plant to Serve Liquid Waste Haulers
2. Effect on Existing Agreements
3. Counterparts
4. Succession

CONSENT AND JOINDER OF COUNTY OF LEHIGH

This Amendment, made the 17th day of April, 1991 by and among LEHIGH COUNTY AUTHORITY (“Authority”), a Pennsylvania municipal authority,

AND

the **BOROUGHS OF ALBURTIS and MACUNGIE and the TOWNSHIPS OF LOWER MACUNGIE, LOWHILL, UPPER MACUNGIE, UPPER MILFORD and WEISENBERG**, all Pennsylvania municipal subdivisions located in Lehigh County, Pennsylvania (referred to collectively as the “Municipalities”).

WITNESSETH:

WHEREAS, the parties entered into the Wastewater Treatment Allocation Capacity Agreement dated 4 August 1987 (“Agreement”)¹ to provide a procedure for allocating the additional wastewater treatment capacity (“Allocation”) acquired in the City of Allentown (“City”) wastewater treatment facility through the 1 August 1986 Agreement² with the City; and

WHEREAS, since the execution of the Agreement the County of Lehigh (“County”) has constructed a new pretreatment plant in Upper Macungie Township (“Pretreatment Plant”) to treat wastewater discharges from the Stroh Brewery and Kraft facility pursuant to contractual obligations, but has sized the Pretreatment Plant larger to meet future needs; and

WHEREAS, the County desires the option of entering into contractual arrangements with liquid waste haulers allowing them to discharge to the Pretreatment Plant and wishes to purchase allocation for such purposes; and

WHEREAS, the parties hereto are agreeable to such discharges subject to certain conditions which are detailed hereafter; and

¹ **Cross-Reference:** *see* Codified Ordinances ¶ 65-R(7).

² **Cross-Reference:** *see* Codified Ordinances ¶ 65-Q(5).

NOW THEREFORE, the parties, intending to be legally bound, represent, covenant and agree as follows:

1. **[Amendment to Agreement to Permit Pretreatment Plant to Serve Liquid Waste Haulers.]** The Agreement shall be amended by the addition of a new section – *Section 2.10. Allocation to Upper Macungie Township for the County Pretreatment Plant* – which shall read:

If the County decides to expand the operation of the Pretreatment Plant to allow liquid waste haulers (“Haulers”) to discharge within the Pretreatment Plant, sufficient allocation shall be purchased through Upper Macungie Township (“Hauler Allocation”) as enabled by Section 6 of the Amendment to the 1 April 1983 Wastewater Treatment Capacity Allocation Agreement, dated 17 April 1991³. Such allocation shall be purchased at the then current Authority rate for allocation.

In the future, if the General Pool is reduced to 25,000 gallons per day or less and no additional allocation is available, the County agrees to return all Hauler Allocation purchased to the General Pool, with a refund of the original purchase price to be made to the County.

The County agrees that it will not enter into any treatment contracts with Haulers for a term longer than one (1) year.

Upon notification to the County by the Authority of the need to have the Hauler Allocation returned, all return of such allocation shall be completed no later than one year from the date of said notification. Further, upon said notification, the County agrees that it will not enter into any new contracts with Haulers nor will it purchase any additional Hauler Allocation for such treatment contracts.

2. **[Effect on Existing Agreements.]** The parties hereby ratify and confirm all provisions of the Agreement and addenda not specifically amended herein. Nothing in this Amendment is intended, and nothing in this Amendment shall be construed to in any way amend, modify, or supersede existing agreements between and among the parties to this Amendment, nor shall this Amendment waive, release, surrender or bar any rights, issues, transactions or controversies among any of the parties, or in any other way affect any rights, privileges or obligations of any of the parties, directly or by implication, except to the extent specifically set forth in this Amendment.

3. **[Counterparts.]** This Amendment may be executed in multiple counterparts each of which shall be regarded for all purposes as an original, and such counterparts shall constitute one and the same instrument.

4. **[Succession.]** This Amendment shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers as of the day and year first stated.

{Signed and Attested by Officers of the Lehigh County Authority, Borough of Alburdis, Borough of Macungie, Lower Macungie Township, Lowhill Township, Upper Macungie Township, Upper Milford Township, and Weisenberg Township.}

³ **Cross-Reference:** see Codified Ordinances ¶ 65-R(9).

CONSENT AND JOINDER

COUNTY OF LEHIGH, Pennsylvania, for value received and intending to be legally bound hereby, does join in and consent to the provisions of § 2 of the foregoing Amendment No. 2 to the 4 August 1987 Wastewater Treatment Capacity Allocation Agreement (Post-1985 Allocation Agreement), by and among the Boroughs of Alburdis and Macungie, the Townships of Lower Macungie, Lowhill, Upper Macungie, Upper Milford and Weisenberg, and Lehigh County Authority.

IN WITNESS WHEREOF, the COUNTY OF LEHIGH has caused this Consent and Joinder to be duly executed and attested by its proper officers, pursuant to proper action by its Board of Commissioners, this ____ day of _____, 1991.

{Signed and Attested by Officers of the County of Lehigh.}